The Odisha Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

No. 2946 CUTTACK, TUESDAY, AUGUST 26, 2025/BHADRA 4, 1947

LABOUR & E.S.I. DEPARTMENT

NOTIFICATION

The 14th August 2025

S.R.O. No. 667/2025—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award dated the 30th June 2025 passed in the ID Case No. 48 of 2016 [under Section 2-A(2)] by the Presiding Officer, Labour Court, Bhubaneswar on the industrial dispute between the Management of M/s Visa Sun Coke Ltd., Represented through its Managing Director, Kalinga Nagar Industrial Complex, At/P.O. Jakhapura, Dist. Jajpur, PIN-755026 and Shri Umesh Chandra Khillar, aged about 47 yrs., S/o Late Sarangadhar Khillar, At Rabana, P.O. Manatira, P.S. Jakhapura, Dist. Jajpur, PIN-755026 is hereby published as in the schedule below:—

SCHEDULE

IN THE LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 48 of 2016 [under Section 2-A(2)]

Dated the 30th June 2025

Present :

Smt. Meenakshee Priyadarsinee
Presiding Officer,
Labour Court,
Bhubaneswar.

Between :

The Management of
M/s Visa Sun Coke Ltd.,
Represented through its
Managing Director,
Kalinga Nagar Industrial Complex,
At/P.O. Jakhapura, Dist. Jajpur,
PIN-755026. . . First Party—Management

And

Shri Umesh Chandra Khillar, aged about 47 yrs., S/o Late Sarangadhar Khillar, At Rabana, P.O. Manatira, P.S. Jakhapura, Dist. Jajpur, PIN-755026 .. Second Party—Workman

Appearances :

Shri S. Dash, Advocate	..	For the First Party—Management
Shri S.K. Das & Associates, Advocates.	..	For the Second Party

AWARD

Challenging the illegal and unjustified action of management, in discharging him from service with effect form the 3rd August 2016 the second party has moved the present application under Section 2-A(2) of the Industrial Disputes Act, 1947 (for short 'the Act') for his reinstatement with full back wages so also other service benefits.

The case of the second party disputant involved in the present proceeding, in short, is that he was initially appointed as a 'Worker' by M/s Visa Steel Ltd.. To that effect he was also issued with an appointment letter on the 3rd June 2006. While working as such, he got promoted to the post of Asst. Junior Officer (Grade 0-1) as per an agreement executed for the purpose of sale of business. He continued as such under the present management till the 3rd August 2016 when he was discharged from service preceded by a domestic enquiry on charges of various misconducts. But, it is his claim that the action of the management in discharging him from service with effect form the 3rd August 2016 by conducting an enquiry is illegal and unjustified, as he has been victimised for the activities of his union. Thus, the second party disputant claims for his reinstatement with back wages.

The first party entered into contest in the proceeding by filing its written statement. While admitting the employment of the second party under it, the management has also admitted to have charge sheeted the second party for various misconducts. The second party was thereafter discharged from service preceded by a domestic enquiry. It is further contended by the management that such enquiry was not only held providing sufficient opportunities to the second party but also in a fair and proper manner complying all the procedures required under law. That the second party is accordingly not entitled to get any relief as claimed in this case.

A perusal of the case record would show that this Court, by its order dated the 17th August 2024, while holding the enquiry conducted against the second party as not legal and justified has directed the management to adduce evidence on rest of the issues and that when the case record was posted for the said purpose a joint petition coupled with a memorandum of settlement drawn up in Form "K" has been filed on behalf of the parties with a prayer to pass an Award pursuant to such settlement as they have settled the dispute out of the Court.

The contents of the Form-K as well as the terms and conditions of the settlement are read over and explained to both the parties in the open Court and they admitted the same to be correct and agreed for settlement of the dispute as per the terms and conditions set out in Form-K. Having regard to such settlement between the parties, their consent on the terms and conditions of the said settlement and the fact that the settlement has been arrived at voluntarily without any coercion and influence, I am inclined to pass an Award as per the terms of the settlement and accordingly, the settlement drawn-up in Form-K between the parties shall form part of this Award.

The application is disposed of accordingly.

Dictated and corrected by me.

MEENAKSHEE PRIYADARSINEE
30-06-2025
Presiding Officer
Labour Court, Bhubaneswar

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30-06-2025
Presiding Officer
Labour Court, Bhubaneswar

[No. 7360—LESI-IR-ID-0055/2025-LESI.]

By order of the Governor

MADHUMITA NAYAK

Special Secretary to Government

Printed and Published by the Director, Directorate of Printing, Stationery and Publication, Odisha, Cuttack-10
Ex. Gaz. 2156–173+9